

**STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
California Architects Board
REQUEST FOR PROPOSAL (RFP)**

**RFP No. CAB-07-02, Reissue #1
Architect Consultant**

December 12, 2007

You are invited to review and respond to this **Request for Proposal (RFP), No. CAB-07-02, Reissue #1** entitled “**Architect Consultant Services**” being requested by The California Department of Consumer Affairs (DCA), California Architects Board (CAB), hereafter referred to as the State. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor's Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In accordance with the California Government Code and Americans with Disabilities Act (ADA) requirements, this RFP can be made available in a text-only format on a compact disc as a disability-related reasonable accommodation.

In the opinion of the Department of Consumer Affairs, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

**Bill Pequinot
(916) 574-7293, FAX (916) 574-8658
william_pequinot@dca.ca.gov**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Bill Pequinot, AGPA
Business Services Office
Contracts Unit

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A. Purpose and Description of Services

The California Architects Board (CAB) licenses and regulates the practice of architecture in the State of California. The CAB is mandated to protect the public's health, safety, and welfare by ensuring that individuals are competent to practice architecture and that the laws governing the practice of architecture are enforced in a fair and judicious manner.

CAB has the power, duty and authority to investigate violations of the provisions of the Business and Professions Code, Chapter 3, Division 3, Section 5500 et seq. (hereinafter the "Architects Practice Act"). CAB is also given authority to receive and investigate complaints against its licensees and to discipline violators accordingly.

The purpose of this Request for Proposal (RFP) is to solicit responses for CAB's architect consultant position, who will work from CAB's office in Sacramento as needed in the Enforcement Program. Existing CAB staff and departmental investigators do not have the requisite technical expertise to handle the complexity and number of complaints and inquiries. An architect consultant is needed to respond to technical inquiries; evaluate and mediate complaints; provide guidance to the Division of Investigation in technical matters; act as expert witnesses and testify at disciplinary hearings and criminal cases; and train and educate California building officials, consumers, and investigators regarding the Architects Practice Act.

B. Background

The CAB examines, licenses, and regulates the practice of architecture in California pursuant to the Architects Practice Act. One of CAB's primary responsibilities is responding to consumer complaints and taking appropriate action.

CAB was created by the California Legislature in 1901 to safeguard the public's health, safety, and welfare. The activities of CAB benefit two categories of people. First, regulation protects the consumer of services rendered by architects. The necessity of ensuring that those who hire architects are not victimized by incompetent or dishonest architects is self-evident. Second, regulation protects the public at large. The primary responsibility of an architect is, of course, to design buildings which are safe, durable, and satisfy reasonable environmental standards. To accomplish this, the architect's design must satisfy the applicable requirements of law and also must be a correct application of the skills and knowledge of the profession. It should be emphasized that the results of faulty design will be injurious not only to the person who engages the architect but also to third parties who inhabit or use the building.

The decisions of architects about materials and methods of construction impact not only the health, safety, and welfare of the present users, but of future generations as well. To reduce the possibility of building failure, encourage energy conscious design, provide access for the disabled, and safeguard the public's health, safety, and welfare, those who are authorized to design complex structures must meet minimum standards of competency. It is equally necessary that those who cannot meet minimum standards by way of education, experience, and examination be prevented from misrepresenting themselves to the public.

CAB's enforcement program consists of one enforcement officer, two enforcement analysts, one and one-half enforcement technicians, two architect consultants (contracted through September 30, 2007 and June 30, 2010), a Regulatory and Enforcement Committee, and investigators from the Division of Investigation with the Department of Consumer Affairs (DCA). Legal advice is provided by DCA's legal office.

CAB first obtained approval through the Budget Change Proposal (BCP) process to contract for an architect consultant during fiscal year 1984/85. The lack of in-house professional expertise had prevented timely expert review of complaints. It had also precluded complaint evaluation based on consistent objective standards. There had also been no liaison with the state's building official community which is the key to successful regulation of the California architect profession. The first architect consultant was hired in January 1985.

In 1990, CAB sponsored legislation (Business and Professions Code (BPC) section 5528) to authorize the Board to select and contract with architect consultants to assist in its enforcement program and to provide the consultants with the same indemnification as that provided to public employees for CAB related activities.

C. Minimum Qualifications

The proposer must: 1) possess an active valid license to practice architecture in California; 2) have no history of complaints and/or administrative actions; 3) have been in practice within California for the last five years; 4) have experience testifying in architectural related civil or other matters; and 5) have knowledge and understanding of CAB's laws, rules and regulations.

D. Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and shall adhere to the required dates and times.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	December 12, 2007	N/A
Written Question Submittal Deadline <i>Address: 1625 N. Market Blvd., Suite S-103 Sacramento, CA 95834 Attention: Bill Pequiot, Contracts</i>	December 19, 2007	5:00 p.m.
Response to Written Questions	December 20, 2007	5:00 p.m.
Final Date for Submission of Proposal	January 2, 2008	3:00 p.m.
Evaluation of Proposals	January 3 – 4, 2008	
Conduct Oral Interviews	January 7 – 8, 2008	
Notice of Intent to Award Posted <i>Locations for public posting of award: 1625 N. Market Blvd. First Floor Lobby - and - Sacramento, CA 95834</i>	January 9, 2008	
	<i>2420 Del Paso Rd., Suite 105 Reception Area Sacramento, CA 95834</i>	
Last Day to Protest the Award	January 15, 2008	
Tentative Agreement Start Date	February 1, 2008 or Upon Approval	
Expiration of Agreement	January 30, 2011	

*All times are Pacific Standard Time. Proposals mailed by the U.S. Postal Service may be delayed. General mail is delivered to a central mailroom at 1625 N. Market, Sacramento, CA and distributed to individual suites. **All dates after proposal submission are approximate and may be adjusted as conditions arise, without addendum to this RFP.**

2. Fiscal Limits

It is anticipated that up to 1,100 hours of work per architect will be required per year (90 hours approximate per month). The architect consultant hourly rate may not exceed \$77 per hour. A total of \$84,700 per year (\$7,060 approximate per month and \$254,100 for all three years) has been appropriated for architect consultant services and is a budgetary constraint. Any proposal that exceeds these limits excluding all applicable travel expenses, training fees, organizational dues, membership dues, registration fees, and related expenses will be rejected. As the CAB desires to obtain the most qualified architect consultant within the time and funding available, **Proposals for more than \$77 per hour will not be considered.**

3. Reasonable Accommodations

For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided by the DCA upon request for the oral interview. The proposer must call Bill Pequinot at (916) 574-7293 no later than five (5) working days prior to the scheduled date and time of the interview to arrange for a reasonable accommodation.

4. Submission of Proposal

- a) All proposals shall include the documents identified in the Attachment Checklist (Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- b) The proposals must include a cover letter on the proposer's letterhead, which shall be considered an integral part of the proposal. The cover letter must include a statement agreeing to the requirements of the RFP and the Standard Agreement (Attachment 3 and Exhibits A, B, C & D). If you're a Prime certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), as described on Internet web site – <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>, you should so indicate this claim on the proposal cover letter and submit a copy of your current Office of Small Business and DVBE Services (OSDS) certification approval letter or have a completed application on file with the State OSDS by 3:00 p.m. on the deadline for submission of proposal, and be verified by that office as an approvable application. The proposer must not include any limiting statements in the cover letter that would preclude the proposal from being held as an irrevocable offer for at least sixty (60) days after the scheduled award date.

The cover letter must be signed by the prospective proposer. It may be signed by an authorized agent of the proposer only if the agent is properly authorized by a power of attorney or equivalent document. Such authorization must be submitted with the proposal. The name of the individual signing the proposal must be typed immediately below the signature.

- c) The proposal must include a description of the proposer's proposed methods and procedures to perform the Scope of Work in Exhibit A of Attachment 3. In addition, include a summary of the proposer's qualifications and experience which demonstrates ability to perform the duties specified in the Scope of Work.

- d) The proposer must provide a description of his/her knowledge, skills, and experience in the following areas:
 - 1. Architectural Experience (scope and types of practice, knowledge of current standards of practice, experience in contract administration).
 - 2. Analytical Skills (example(s) of experience which best demonstrates the ability to review and analyze complaints, knowledge of consultant services, and ability to review plans).
 - 3. Communication Skills (example(s) of experience which best demonstrates the ability to communicate orally and in writing, act as a representative of a public entity, speak before the public, train others, and deal with difficult situations).
 - 4. Knowledge of Codes (example(s) of experience which best demonstrates the ability to interpret codes, understanding of interrelationship between codes and practice, and knowledge of Americans with Disabilities Act).
 - 5. Knowledge and understanding of Enforcement (example(s) of experience which best demonstrates knowledge and understanding of laws, regulations, and the legal process, and ability to serve as an expert witness).
 - 6. Knowledge and understanding of CAB laws, rules and regulations.
- e) The proposer must complete and sign the Proposal/Proposer Certification Sheet (Attachment 2). An unsigned proposal may be rejected.
- f) Proposals must include a Cost Proposal (Attachment 4) in a separate, sealed envelope for the hourly rate for the work to be performed.
- g) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- h) All proposals **must** be received by the Department of Consumer Affairs, Contracts Unit by **3:00 p.m., January 2, 2008**. Proposals received after this date and time will not be considered.
- i) A minimum of one (1) original and five (5) copies of the proposal must be submitted.
- j) The original proposal must be marked "MASTER PROPOSAL." If discrepancies are found between two or more copies of the proposal, the "MASTER PROPOSAL" will prevail over all others.
- k) If discrepancies between sections or other errors are found in the "MASTER PROPOSAL," the State may reject the proposal. However, if not so rejected, the "MASTER PROPOSAL" will provide the basis for resolving such discrepancies. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal.

- l) Proposals not received by the date and time specified will be rejected. **Incomplete or late proposals will not be considered.** DCA reserves the right to refuse all proposals.

All copies of proposals must be sealed in an envelope, clearly labeled **“Proposal for Architect Consultant RFP No. CAB-07-02, Reissue #1, Attention: Bill Pequinot – DO NOT OPEN”**.

Proposals shall be submitted
HAND DELIVERED or
MAILED/OVERNIGHTED to:

Department of Consumer Affairs
Business Services Office - Contracts
1625 N. Market Blvd., Suite S103
Sacramento, CA 95834
Attention: Bill Pequinot

- m) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DCA may reject any or all proposals and may waive any immaterial deviation in a proposal. DCA's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- n) Costs for developing proposals and in anticipation of award of the agreement is entirely the responsibility of the proposer and shall not be charged to the State of California.
- o) The proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- p) The proposer may withdraw a proposal by submitting a written withdrawal request to DCA, signed by the proposer. The proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- q) DCA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- r) DCA reserves the right to reject all proposals.
- s) Proposers are cautioned to not rely on DCA/CAB during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- t) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants involved will be considered in this or future procurements.

E. Evaluation Process

Upon opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. DCA/CAB will put each proposal through a process of evaluation to determine its responsiveness to CAB's needs. Proposals that contain false or misleading statements, or that provide references, which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of DCA/CAB, such information was intended to mislead DCA/CAB in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

1. Selection Criteria – First Phase Evaluation

Those proposals meeting the RFP requirements will then undergo a two-phase evaluation process. A committee made up of CAB selected representatives (hereinafter referred to as the Evaluation Committee) will evaluate the proposals and, through consensus, will arrive at a single score for each of the evaluation criteria.

Proposals will be evaluated on **January 3 – 4, 2008**. Specific criteria will be considered in making competitive ratings of the proposers. For more information regarding the criteria, see Rating Scale Definitions and Guidelines (Attachment 5). Proposers should provide a detailed explanation to demonstrate their qualifications for each of the evaluation criteria listed. A proposer must demonstrate that he/she understands the RFP and that he/she is qualified to perform the work.

During the first phase of the evaluation process, technical scores will be awarded by the Evaluation Committee based on the proposer selection criteria. For more information regarding the criteria, see Rating Scale Definitions and Guidelines (Attachment 5). The Evaluation Committee will evaluate the proposals and will come to a consensus of one score for each of the evaluation criteria. The total possible score is 45 points. Any proposal not receiving an overall technical score of 30 or more for the first phase evaluation will be eliminated from further consideration. Any proposal receiving an overall technical score of 30 or more will proceed to the second phase evaluation, the oral interview.

First Phase Evaluation (Total Possible Score 45 Points)

a) Response to Requirements (0 - 5 Points)

- Degree to which the proposal conveys the proposer's understanding of the purpose and scope of the RFP and CAB's needs as expressed in the RFP.
- Degree to which the proposal conveys the proposer's description of the proposed methods and procedures to perform the consultant duties, and qualifications and experience which demonstrates the proposer's ability to perform the duties.

b) Knowledge, Skills & Experience

Architectural Experience (0 - 10 Points)

- Scope and diversity of practice
- Knowledge of current standards of practice
- Experience in contract administration
- Experience in testifying in architectural related civil or other matters

Analytical Skills (0 - 5 Points)

- Complaint review and analysis
- Consultative services
- Review plans

Communication Skills (0 - 5 Points)

- Experience and ability to communicate orally and in writing
- Ability to act as a representative of a public entity
- Speak publicly
- Train others
- Deal with difficult situations

Knowledge of Codes (0 - 10 Points)

- Ability to interpret
- Understanding of interrelationship between codes and practice
- Americans with Disabilities Act

Knowledge of Enforcement and CAB (0 - 10 Points)

- Knowledge and understanding of laws, regulations, and legal process
- Ability to serve as an expert witness

2. Selection Criteria – Second Phase Evaluation

The proposals receiving an overall technical score of 30 or more from the first phase evaluation will proceed to the second phase of the evaluation process. The second phase of the evaluation process will consist of an oral interview by the Evaluation Committee. Oral interviews will be conducted on **January 7 – 8, 2008**. Costs to appear at the oral interview are entirely the responsibility of the proposer and shall not be chargeable to the State. The oral interviews will be conducted at a location to be determined at a later date.

The Evaluation Committee will, through consensus, award a single score for each of the selection criteria during the oral interview. For more information regarding the criteria, see Rating Scale Definitions and Guidelines (Attachment 6). The Evaluation Committee will award scores of 0-25 points based on the criteria listed. The total possible overall interview score is 25 points. Any proposal not receiving an overall interview score of 20 or more for the second phase evaluation will be eliminated from further consideration. Any proposal receiving an overall interview score of 20 or more will proceed to the cost component phase.

During the second phase of the evaluation process (oral interview), the proposer will be asked a set pattern of questions related to the criteria below. The proposer will be evaluated based upon his/her response and individual points will be assigned for each criterion as specified below. For more information regarding the criteria, see Rating Scale Definitions and Guidelines (Attachment 6).

Second Phase Evaluation (Total Possible Score 25 Points)

a) Knowledge, Skills & Experience

Architectural Experience (0 - 5 Points)

- Scope and diversity of practice
- Knowledge of current standards of practice
- Experience in contract administration
- Experience in testifying in architectural related civil or other matters

Analytical Skills (0 - 5 Points)

- Complaint review and analysis
- Consultative services
- Review plans

Communication Skills (0 - 5 Points)

- Experience and ability to communicate orally and in writing
- Ability to act as a representative of a public entity
- Speak publicly
- Train others
- Deal with difficult situations

Knowledge of Codes (0 - 5 Points)

- Ability to interpret
- Understanding of interrelationship between codes and practice
- Americans with Disabilities Act

Knowledge of Enforcement and CAB (0 - 5 Points)

- Knowledge and understanding of laws, regulations, and legal process
- Ability to serve as an expert witness

3. Cost Component

Proposals receiving an overall technical score of 30 or more from the first phase evaluation and an overall interview score of 20 or more from the second phase evaluation will be granted a cost component score based upon the hourly rate proposed in relation to the criteria specified below.

- Hourly rate proposed \$72.01 - \$77.00 (20 Points)
- Hourly rate proposed \$65.01 - \$72.00 (25 Points)
- Hourly rate proposed \$65.00 - \$ Under (30 Points)

The overall technical score of the first phase evaluation, the overall interview score of the second phase evaluation, and the cost component score will be added together to determine an accumulated score. The total possible accumulated score is 100 points. Scores that are not whole numbers will be rounded to two decimal places. (See example of calculations on next page.)

	Overall Technical Score (45)	Overall Interview Score (25)	Hourly Rate	Cost Component Score (30)	Accumulated Total Score / Total Points (100)
Architect A	41.00	21.00	\$70.00	25.00	87.00
Architect B (Small Business)	40.00	21.00	\$68.00	25.00	86.00
Architect C	38.00	22.00	\$65.00	30.00	90.00

Certified small businesses (SB) will be granted a preference consisting of five percent (5%) of the total points of the highest scored proposal submitted by another proposer who is not certified as a small business. The five percent (5%) will be added to the total points of each certified small business. If a proposer does not qualify for a small business preference then the accumulated score will be considered the proposer's final score. (Please refer to page 13, Section I. Preference/Incentive Programs for information regarding the small business preference.)

Example:

Architect C has the highest scored proposal and is not certified as a small business. Architect C's final score (total points) is 90. Five percent of 90 is 4.50. Architect B is a certified small business. Architect B's total score of 86 will be increased by 4.50. Architect B's "new" final score is 90.50.

	Overall Technical Score (45)	Overall Interview Score (25)	Cost Component Score (30)	Accumulated Total Score / Total Points (100)	Final Score (after 5% Small Business preference)
Architect A	41.00	21.00	25.00	87.00	87.00
Architect B (Small Business)	40.00	21.00	25.00	86.00	90.50
Architect C	38.00	22.00	30.00	90.00	90.00

(The highest scored proposal is now Architect B, a certified small business. The contract was awarded to Architect B, the highest final score.)

4. Final Selection

A contract will be awarded to the proposer who accumulates the highest final score. The DCA reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received.

After the Evaluation Process has determined the Proposer who scored the highest total points a "Notice of Intent to Award" to the proposed Contractor will be posted in the Department of Consumer Affairs (DCA) First Floor Lobby at 1625 North Market Blvd., Sacramento, CA 95834; at the DCA's Reception Area located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834 and also on the following Internet website: <https://www.cscr.dgs.ca.gov/cscr/> for five (5) working days prior to awarding the agreement.

F. Protest Procedures

If any proposer, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Department of Consumer Affairs, Business Services Office, Contracts Unit, Attention: Bill Pequinot, AGPA, 1625 North Market Blvd., S-103, Sacramento, CA 95834 on the grounds that the protesting proposer would have been awarded the agreement, had the DCA correctly applied the evaluation standard in the RFP or followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.

Within five (5) calendar days after filing the initial protest, the protesting proposer must file with the DGS, Office of Legal Services, and the DCA, a detailed written statement specifying the grounds for the protest, if the original protest did not contain the complete grounds for the protest.

G. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted.

H. Method of Payment

The proposer shall be reimbursed for his/her services monthly, based on the number of hours worked, and for any travel, training, registration, membership, and related expenses as determined by CAB. The proposer will be paid in arrears within 30-45 days of receipt of an approved invoice. The invoice shall be submitted in triplicate and include the agreement number, detail of the tasks performed, hours and time period of service and amount due.

The State shall retain ten percent (10%) out of each payment pending satisfactory completion of the contract or upon satisfactory completion of separate and distinct tasks as provided in Section 10379 of the Public Contract Code. Invoices will be submitted to:

California Architects Board
2420 Del Paso Road, Suite 105
Sacramento, CA 95834

See Budget Detail and Payment Provisions (Exhibit B of Attachment 3) for more information.

I. Preference/Incentive Programs

1. Small Business Enterprise

Overview - Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Microbusiness Enterprise (Micro) for contracting opportunities. The DCA is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

The State of California provides a five percent (5%) preference to certified Small Business (SB) proposers. The standard contract language for the preference programs can be found at <http://www.pd.dgs.ca.gov/smbus/default.htm>. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), §1896.4 shall apply unless otherwise noted.

Questions regarding certification of small businesses should be directed to the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.

2. Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/disputes

3. Local Agency Military Base Recovery Act (LAMBRA) - www.pd.dgs.ca.gov/disputes

4. Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/disputes

5. Disabled Veteran Business Enterprise (DVBE) Incentive

As described in the Scope of Work, no subcontracting is permitted in the performance of this contract. However, the DCA encourages the participation of DVBEs in state contracting and seeks to use certified DVBE business whenever possible. For this RFP the DCA will provide a five percent (5%) incentive to Prime Contractors that are certified DVBE proposers. An explanation of the DVBE requirements can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/default.htm>.

J. Questions

Responses and questions, regarding proposal requirements and information shall be sent or directed to the following official contact person:

Department of Consumer Affairs
Business Services Office
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834
Attention: Bill Pequinot (Contracts)
(william.pequinot@dca.ca.gov)

Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive procurement process may contact Bill Pequinot (916) 574-7293. Oral communications concerning the RFP shall not be binding on the State and shall in no way excuse the proposer of his/her obligations as set forth in this RFP.

Attachment Check List (ATTACHMENT 1)

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

REQUIRED ATTACHMENTS

- ☐ Checklist
- ☐ Proposal Cover Letter
 - ☐ Proposer's company letterhead
 - ☐ Statement of Agreement to the requirements of RFP and the General Terms and Conditions
 - ☐ Small Business/DVBE preference claim (if applicable)
 - ☐ Proposer or authorized agent signature with name typed below signature. If signed by authorized agent, include proper authorization (i.e., power of attorney or equivalent document).
- ☐ Proposal
 - ☐ Original and five (5) copies
 - ☐ Proposal/Proposer Certification Sheet (with original signature)
 - ☐ Labeled "RFP No. CAB-07-02, Reissue #1", original labeled "MASTER PROPOSAL"
 - ☐ Summary of proposer's understanding regarding the purpose and scope of the RFP and DCA/CAB's needs
 - ☐ Description of proposer's:
 - ☐ Proposed methods and procedures to perform duties
 - ☐ Summary of qualifications and experience
 - ☐ Description of proposer's knowledge, skills, and experience:
 - ☐ Architectural experience
 - ☐ Analytical skills
 - ☐ Communication skills
 - ☐ Knowledge of codes
 - ☐ Knowledge of enforcement
 - ☐ Cost Proposal in a separate sealed envelope
 - ☐ Copy of valid California architect license
 - ☐ Copy of current Office of Small Business and DVBE Services (OSDS) certification approval letter (if applicable)

(ATTACHMENT 2)

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section D, Proposal Requirements and Information nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN) 8. California Corporation No.		
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes." Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

(ATTACHMENT 3)

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Consumer Affairs (DCA) – California Architects Board (CAB)

CONTRACTOR'S NAME

Contractor's Legal Business Name

- 2 The term of this Agreement is: February 1, 2008 or Upon Approval, whichever occurs later through January 30, 2011

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	page(s)
Exhibit B	Budget Detail and Payment Provisions	page(s)
Exhibit B-1	Cost Proposal	page(s)
Exhibit C*	General Terms and Conditions	GTC - 307
Exhibit D	Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
Exhibit D	Additional Provisions	page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contractor's Legal Business Name

BY (Authorized Signature)

 **(Original signature here)**

DATE SIGNED(Do not type)

Enter date signed

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

TELEPHONE NO.

Contractor's Address and Phone Number

STATE OF CALIFORNIA

AGENCY NAME

Department of Consumer Affairs – California Architects Board

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1625 N. Market Blvd., Suite S103
Sacramento, CA 95834

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A - SCOPE OF WORK

1. Contractor agrees to provide to the California Architects Board (CAB) complaint evaluation and professional technical expertise to assist its Enforcement Program as described herein:
 - A. Complaint Analysis Respond to, analyze and resolve the more technical consumer complaints concerning deceptive, incompetent, or negligence acts of licensed or unlicensed persons. Meet with investigators and help plan investigations. Mediate complaints between architects and clients when technical issues are involved.
 - B. Disciplinary Actions Assist in the development of disciplinary cases, prepare reports of findings to CAB, and testify as an expert witness on behalf of CAB. Meet with Deputy Attorneys General and help prepare disciplinary cases.
 - C. Technical Inquiries Respond to technical inquiries from the public, profession, and building officials throughout the State by telephone, in person, or in writing.
 - D. Analysis and Research Analyze and research issues and trends affecting consumer protection. Make recommendations to the executive officer and CAB regarding conclusions.
 - E. Building and Planning Department Contact Participate in the current Building and Planning Department Contact Program. Directly contact each building and planning department in the State during the term of the contract. Keep building and planning officials updated concerning the regulation of the practice of architecture. Approximately thirty percent (30%) of the time specified in the contract is to be spent in the Building and Planning Department Contact Program. (Typically each year the architect consultant has met with more than 200 building and planning officials throughout the State.)
 - F. Education and Public Relations Assist in CAB's and Department of Consumer Affairs' (DCA) consumer education programs; provide update training on architectural licensing matters to other members of the profession; appear at conferences, seminars, etc. to provide information on CAB's rules; and draft newsletter articles, press releases, and bulletins on matters concerning technical professional issues. Assist in training investigators from the DCA's Division of Investigation.
 - G. Board Consultation Provide input to CAB on matters requiring technical expertise, provide technical review of complaints to enforcement staff and committee members, and assist the development of rules and regulations.
 - H. Training Attend training courses, classes and seminars, as the executive officer deems appropriate. Time attending such courses, classes, and seminars will be billed at the same hourly rate as contracted.
 - I. Travel Travel as the executive officer deems appropriate throughout the State to conduct seminars; meet with building and planning officials; testify at hearings; and attend committee meetings, Board meetings, training courses, classes, and seminars. Travel time will be billed at the same hourly rate as contracted. Reimbursement for travel (i.e., transportation, meals, accommodations, related expenses, etc.) shall be paid in accordance with the State Department of Personnel Administration rules and regulations.
 - J. Working Conditions **The architect consultant will perform work in CAB's office in Sacramento as needed in the Enforcement Program and agreed upon with the Executive Officer.** The architect consultant will not be allowed to use subcontractors or assign work to others in lieu of his/her direct consultant services. All support staff, equipment, and supplies needed to perform these duties will be supplied by CAB.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Architects Board
Agreement Number _____
2420 Del Paso Road, Suite 105
Sacramento, CA 95834

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B-1 COST SHEET

The Cost Sheet (required Attachment 4) that is submitted with the proposal package shall be incorporated as Exhibit B-1 when the agreement is signed and executed.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the executed agreement. The General Terms and conditions will be included in the contract by reference to web site www.ols.dgs.ca.gov/Standard+Language

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

1. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Impracticability of Performance

This Contract may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

5. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) and/or permits(s) expire at any time during the term of this Contract, Contractor agrees to provide the State a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permits(s), the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

EXHIBIT E - ADDITIONAL TERMS AND CONDITIONS

1. **RIGHT TO TERMINATE:** The State reserves the right to terminate this Contract subject to 30 days written notice. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

2. **LIABILITY FOR LOSS AND DAMAGES:** Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Contract.
3. **CONFIDENTIALITY OF DATA:** No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Contract is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

4. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
5. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE):** The State has determined that the DVBE participation goals for this Contract are exempt. However, the Contractor may use DVBE's and report the participation to the State.
6. **EVALUATION OF CONTRACTOR:** Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.
7. **TRAVEL EXPENSES:** All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1.
8. **PROGRESS PAYMENT:** Progress payments are permitted for tasks completed under this contract. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

(ATTACHMENT 4)
EXHIBIT B-1 COST PROPOSAL

Proposer's Name

RFP No. CAB-07-02

The compensation to perform the tasks of the Architect Consultant for the California Architects Board (CAB), including performance of duties at 2420 Del Paso Road in Sacramento, off-site, and in travel mode on behalf of the CAB, is proposed as follows:

Duration: February 1, 2008, or Upon Approval through January 30, 2011

Hourly Rate: \$_____ per hour

Annual Contract Amount: \$_____ (*Hourly Rate x 1100 hours*)

Total Contract Amount: \$_____ (*Annual Contract Amount x 3 Years*)

I shall be reimbursed for my services monthly, based on the number of hours worked. I understand I will be paid in arrears within 30-45 days of receipt of an approved invoice and the state shall retain ten percent (10%) out of each payment pending satisfactory completion of the contract or upon satisfactory completion of separate and distinct tasks as provided in Section 10379 of the Public Contract Code. I shall also be reimbursed for any travel, training, registration, membership, and related expenses as determined by CAB. Since these costs are indeterminate at this time, they are not included in this proposal. All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1

SMALL BUSINESS Yes _____ No _____

DVBE Yes _____ No _____

Certification No. _____

Signature

Date

RATING SCALE DEFINITIONS AND GUIDELINES - (ATTACHMENT 5)

First Phase Evaluation (45 Points)

RFP No. CAB-07-02, Reissue #1

Quality Any of the features that make something what it is, characteristic element, attribute, the degree of excellence which a thing possesses.

Quantity The aspect in which a thing is measurable in terms of greater, less, or equal or of increasing or decreasing magnitude.

1. Response to Requirements (0 - 5 Points)

- Degree to which the proposal conveys the proposer's understanding of the purpose and scope of the RFP and CAB's needs as expressed in the RFP.
- Degree to which the proposal conveys the proposer's description of the proposed methods and procedures to perform the consultant duties, and qualifications and experience which demonstrates the proposer's ability to perform the duties.

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior response to the requirements stated above

2. Knowledge, Skills & Experience (The extent to which examples provided are demonstrated in areas A - E)

A. Architectural Experience (0 - 10 Points)

- Scope and diversity of practice
- Knowledge of current standards of practice
- Experience in contract administration
- Experience in testifying in architectural related civil or other matters

Points

- 1 - 3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4 - 6 Adds at least one quality or quantity element
- 7 - 8 Adds more than one quality or quantity element
- 9 - 10 Demonstrates superior experience in architecture

B. Analytical Skills (0 - 5 Points)

- Complaint review and analysis
- Consultative services
- Review plans

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior analytical skills

C. Communication Skills (0 - 5 Points)

- Experience and ability to communicate orally and in writing
- Ability to act as a representative of a public entity
- Speak publicly
- Train others
- Deal with difficult situations

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior communication skills

D. Knowledge of Codes (0 - 10 Points)

- Ability to interpret
- Understanding of interrelationship between codes and practice
- Americans with Disabilities Act

Points

- 1 - 3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4 - 6 Adds at least one quality or quantity element
- 7 - 8 Adds more than one quality or quantity element
- 9 - 10 Demonstrates superior knowledge of codes

E. Knowledge of Enforcement and CAB (0 - 10 Points)

- Knowledge and understanding of laws, regulations, and legal process
- Ability to serve as an expert witness

Points

- 1 - 3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4 - 6 Adds at least one quality or quantity element
- 7 - 8 Adds more than one quality or quantity element
- 9 - 10 Demonstrates superior knowledge of enforcement and CAB

RATING SCALE DEFINITIONS AND GUIDELINES - (ATTACHMENT 6)

Second Phase Evaluation (25 Points)

RFP No. CAB-07-02, Reissue #1

Quality Any of the features that make something what it is, characteristic element, attribute, the degree of excellence which a thing possesses.

Quantity The aspect in which a thing is measurable in terms of greater, less, or equal or of increasing or decreasing magnitude.

1. Knowledge, Skills & Experience (The extent to which Proposer's responses during oral interview in areas A - E)

A. Architectural Experience (0 - 5 Points)

- Scope and diversity of practice
- Knowledge of current standards of practice
- Experience in contract administration
- Experience in testifying in architectural related civil or other matters

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior experience in architecture

B. Analytical Skills (0 - 5 Points)

- Complaint review and analysis
- Consultative services
- Review plans

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior analytical skills

C. Communication Skills (0 - 5 Points)

- Experience and ability to communicate orally and in writing
- Ability to act as a representative of a public entity
- Speak publicly
- Train others
- Deal with difficult situations

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior communication skills

D. Knowledge of Codes (0 - 5 Points)

- Ability to interpret
- Understanding of interrelationship between codes and practice
- Americans with Disabilities Act

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior knowledge of codes

E. Knowledge of Enforcement and CAB (0 - 5 Points)

- Knowledge and understanding of laws, regulations, and legal process
- Ability to serve as an expert witness

Points

- 1 - 2 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 3 - 4 Adds at least one quality or quantity element
- 5 Demonstrates superior knowledge of enforcement and CAB